

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

HCCS REALTY, LLC,

Civil Action No.

Plaintiff,

v.

UTICA NATIONAL INSURANCE GROUP,

Defendant.

**REMOVED FROM SUPERIOR  
COURT OF NEW JERSEY LAW  
DIVISION – MERCER COUNTY  
DOCKET NO. MER-L-1864-23**

**NOTICE OF REMOVAL**

Pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, Defendant, Utica Mutual Insurance Company i/p/a Utica National Insurance Group (“Utica”), removes this case from the Superior Court of New Jersey, Law Division – Mercer County, where it is now pending, to the United States District Court for the District of New Jersey, and states as follows:

1. On October 2, 2023, Plaintiff, HCCS Realty, LLC (“Plaintiff”), filed a Complaint against Utica in the Superior Court of New Jersey, Law Division – Mercer County, and the matter was assigned case number MER-L-1864-23. See Plaintiff’s Complaint attached hereto as Exhibit “A”.

2. On October 12, 2023, Utica was served with Plaintiff’s Complaint. See October 12, 2023 Affidavit of Service attached hereto as Exhibit “B”.

3. Upon information and belief, this action involves a controversy wholly between citizens of different states and the value of the matter in dispute exceeds \$75,000.00. Therefore, under 28 U.S.C. § 1441, this Court has original diversity jurisdiction.

4. Since this Court has original diversity jurisdiction over the subject action, it may be removed in accordance with the procedures set forth in 28 U.S.C. § 1446. In further support of removal, Utica states as follows:

**COMPLETE DIVERSITY**

**A. Plaintiff is Not a Citizen of New York**

5. According to the Complaint, Plaintiff is a citizen of New Jersey. See Exhibit “A” at ¶ 4.

6. The Court must accept as true a plaintiff’s allegations regarding its place of citizenship in considering whether diversity exists. *Steel Valley Auth. v. Union Switch & Signal Div.*, 809 F. 2d 1006, 1010 (3d Cir. 1987) (in considering remand of a removed case, “the district court must assume as true all factual allegations of the complaint”).

7. Utica has undertaken a reasonable investigation and upon information and belief, Plaintiff is not a citizen of New York for purposes of 28 U.S.C. § 1332.

8. Accordingly, following reasonable investigation, both at the time that Utica was served with the Complaint and at the time of removal, Plaintiff was not a citizen of New York.

**B. Utica is a Citizen of New York**

9. Utica is neither a New Jersey entity nor does it maintain its principal place of business in New Jersey.

10. Rather, Utica is a mutual insurance company domiciled in the State of New York with its principal place of business located in New Hartford, New York. Therefore, under 28 U.S.C. § 1332, Utica is a citizen of New York.

**AMOUNT IN CONTROVERSY**

11. In its Complaint, Plaintiff seeks a declaratory judgment that Utica owes insurance coverage for the estimated one million dollar (\$1,000,000) cost to replace Plaintiff's building, which was allegedly burned and also damaged by water on July 25, 2022. See Exhibit "A" at ¶¶ 3, 26-30.

12. As Plaintiff's request for a declaration of insurance coverage exceeds the statutory threshold of \$75,000, removal is proper under 28 U.S.C. §1332.

**TIMELINESS OF REMOVAL**

13. As noted above, Utica was served with Plaintiff's Complaint on October 12, 2023. See Exhibit "B".

14. This Notice of Removal is therefore timely filed within thirty (30) days of Utica's receipt of a "paper from which it may first be ascertained that the case is one which is or has become removable." 28 U.S.C. 1446(b)(3).

**STATE COURT RECORDS**

15. In addition to the Complaint and Affidavit of Service, which are attached hereto as Exhibit "A" and Exhibit "B", respectively, a copy of the state court docket is attached hereto as Exhibit "C".

16. Upon information and belief, the documents attached hereto as Exhibits "A", "B", and "C" constitute all of the pleadings, process and orders that were filed in connection with the state court action.

**STATEMENT OF REMOVAL JURISDICTION**

17. For the foregoing reasons, where Plaintiff and Utica are all citizens of different states, and because the amount in controversy exceeds \$75,000.00, the United States District

Court for the District of New Jersey has original, non-discretionary jurisdiction over this matter. See 28 U.S.C. § 1332.

18. 28 U.S.C. § 1332 confers original jurisdiction over all civil matters where the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and the claim is between citizens of different states.

19. Utica submits that this matter may be removed to the United States District Court for the District of New Jersey pursuant to 28 U.S.C. § 1441, which permits removal of any civil action to the district courts that have original jurisdiction.

WHEREFORE, Defendant, Utica Mutual Insurance Company i/p/a Utica National Insurance Group, removes this civil action to the United States District Court for the District of New Jersey pursuant to 28 U.S.C § 1441.

Respectfully submitted,

**MCANGUS GOUDELOCK & COURIE, LLC**



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Dated: November 6, 2023

**CERTIFICATE OF SERVICE**

I, Hillary N. Ladov, Esq., hereby certify that on November 6, 2023, the within **NOTICE OF REMOVAL** was filed electronically and will be served upon all counsel via electronic mail:

Larry E. Hardcastle, II, Esq.  
**LANCIANO & ASSOCIATES, LLC**

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**MCANGUS GOODELOCK & COURIE, LLC**



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